

MORTGAGE RECORD 75

From
Friends University of
Wichita
To
Carl J. Hunzicker & Wife

Release of Mortgage

State of Kansas, Douglas County, SS
Filed for record April 24, 1928
at 4:40 o'clock P.M.

Geo. E. Wellman
Register of Deeds.

For value received, Friends University of Wichita, Incorporated, hereby acknowledges full payment and in consideration thereof hereby releases the mortgage dated April 20, 1923, for \$1,300.00 made by Carl J. Hunzicker and Edith G. Hunzicker, covering Lots three (3) and four (4), Block three (3) in Haskell Place, an addition to the city of Lawrence, Douglas County, Kansas, and recorded in Book 60 of Mtgs at Page 545 on April 23, 1923, in the office of Register of Deeds of said County.

In Witness Whereof, Friends University of Wichita, Incorporated, has caused these presents to be executed by the President of its Board of Directors and attested with its corporate seal this 28th day of March, 1928

Corp. Seal
Attest:
D.W. Binford, Secretary

Friends University of Wichita, Inc.
By Thos. J. Carter, President

State of Kansas
Sedgwick County ISS

On this 28th day of March, 1928 before me, the undersigned, a Notary Public, in and for the said County and State aforesaid, came Thos. J. Carter and D.W. Binford, known to me to be the President of the Board of Directors and the Secretary, respectively, of Friends University and to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same as the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and notarial seal the day and year last above written.

Ito Van Gieson
Notary Public

LS
My commission expires Dec. 28, 1929

3407 From
Arthur Ott et ux
To
Pioneer Mtg. Co.

MORTGAGE

State of Kansas Douglas Co. as
Filed for record Apr. 25, 1928
At 8:15 A.M.

Geo. E. Wellman
Register of Deeds

This Indenture Made this 4th day of April A.D. 1928 by and between Arthur Ott and Clara Ott his wife of the county of Douglas and State of Kansas, parties of the first part, and The Pioneer Mortgage Company, a corporation, organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred eighty seven and fifty /100 Dollars the receipt of which is hereby acknowledged, together with the interest thereon and other sums hereinafter mentioned, as the same fall due, doth hereby Grant, Bargain, Sell and Mortgage to said party of the second part, its successors and assigns, forever, the following described tract or parcel of land with the tenements, appurtenances, and hereditaments thereunto belonging, situated in County of Douglas State of Kansas to-wit:

The southwest quarter of Section Seventeen (17) Township Thirteen (13) Range twenty One (21) East of the sixth principal Meridian containing 160 acres more or less, according to government survey, and warrant, and will defend the title to the same. This mortgage is subject and second to a mortgage executed by the part of the first part to The Travelers Insurance Company dated April 17th, 1923 to secure the payment of \$7500.00 covering the above described real estate and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of The Pioneer Mortgage Company, in obtaining an extension of a loan for the parties of the first part, secured by the prior mortgage of \$7500.00 hereinbefore referred to; and the notes by this mortgage secured do not cover any portion of the interest on said prior mortgage and are to be paid in full regardless of whether the loan by said prior mortgage secured is paid wholly or partly before its maturity.

The said sum of \$187.50 hereby secured is evidenced by ten notes of even date here-with executed by the parties of the first part and payable to the order of the party of the second part as follows:

\$18.75 on the first day of November 1928,	\$18.75 on the first day of May, 1932
\$18.75 on the first day of May, 1929	\$18.75 on the first day of November 1932
\$18.75 on the first day of November 1929	\$18.75 on the first day of May, 1933
\$18.75 on the first day of May, 1930	\$18.75 on the first day of May, 1931
\$16.75 on the first day of November 1930	

bearing interest as provided in said notes.

Now if the party of the first part shall fail to pay or cause to be paid any of the notes secured hereby, when the same shall become due, or any sum or sums hereinafter mentioned, or shall fail in any of the terms and conditions of said prior bond or mortgage then this conveyance shall become absolute and the whole sum secured hereby shall at once become due and payable, at the option of the holder hereof, who may at any time thereafter proceed to foreclose this mortgage and sell in entirety and not in parcels, the premises hereby granted in the manner prescribed by law, appraisement distinctly waived, and out of all the moneys arising from such sale to retain the amount due for principal and interest taxes and penalties thereon, together with the costs and charges of making such sale; and the surplus if any there be, shall be paid by the party making such sale, on demand to said parties of the first part, and in case of such foreclosure, and as often as any such proceedings may be commenced the parties of the first part agree to pay the price of extending the abstract of title on the said mortgaged premises from the date of this mortgage to the date of filing such foreclosure case, which abstract expenses shall be due upon the filing of the petition in any such action, and the same shall be a lien upon the land hereby mortgaged, and shall be included in the judgment of foreclosure and taxed as costs therein, and the party of the second part is expressly authorized to keep said premises free from all liens of whatever nature, and to pay any and all sums necessary to protect the title to said premises including attorney's fees necessarily incurred in all actions in defending such title or the validity of this mortgage and if said prior mortgage be held by another than the second party, then any part of principal or interest secured thereby, and taken up, held or owed by said second party, and any and all other sums paid, as herein authorized shall be a further lien upon said land and be secured hereby, and may be included in any judgment or decree entered hereon, and all sums secured

The following is entered on the original instrument:
 No amount covered by this mortgage has been paid in full, and the same is hereby acknowledged by the parties of the first part.
 The Pioneer Mortgage Company, a corporation, organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part.
 Dated: 28th March, 1928.
 Geo. E. Wellman
 Register of Deeds.
 Filed: April 25, 1928.
 At 8:15 A.M.